UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

JOSEPH A. CARAMADRE, *Pro Se* Plaintiff, v. PRUDENTIAL INSURANCE COMPANY OF AMERICA, Defendant.	C.A. No. 1:16-cv-00427-S-LDA Removed from the State of Rhode Island and Providence Plantations Superior Court of Providence County

ANSWER TO COMPLAINT

Defendant, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA (incorrectly named as "Prudential Insurance Company of America) ("Prudential" or "Defendant"), by and through its attorneys, hereby submits its Answer and Affirmative and Additional Defenses to Plaintiff's Complaint and states as follows:

PARTIES, VENUE AND JURISDICTION

COMPLAINT ¶1:

The plaintiff, Joseph A. Caramadre, has his domicile at Beechwood Drive, Cranston, R.I. He is presently a resident at FMC Devens, Ayer, MA. He is presently an inmate appealing his conviction and sentence, presently pending before the court. He has presented valid claims to prove his innocence.

ANSWER:

On information and belief, Prudential admits Plaintiff maintains a domicile at Beechwood Drive, Cranston, Rhode Island, and that Plaintiff presently resides as an inmate at FMC Devens, Ayer, Massachusetts. Prudential denies the remaining allegations in Complaint Paragraph No. 1.

COMPLAINT ¶2:

The defendant is Prudential Insurance Company (Prudential). The company, in part, underwrites and sells "long term disability insurance policies" from its office in Philadelphia, PA.

ANSWER:

Prudential admits that Plaintiff has named it as defendant in this action. Prudential admits further that it is an insurance company that insures certain long-term disability insurance policies. Prudential denies the remaining allegations in Complaint Paragraph No. 2.

COMPLAINT ¶3:

Jurisdiction is appropriate in this Court because Prudential has corporate offices in the state of Rhode Island, does business in this state, and therefore has the requisite minimum contacts under relevant sections of the Rhode Island Long Arm Statutes and the amount exceeds $10,000.

ANSWER:

For purposes of this litigation only, Prudential admits that this Court has jurisdiction over the subject matter of this action. Prudential denies the remaining allegations in Complaint Paragraph No. 3.

BACKGROUND

COMPLAINT ¶4:

The plaintiff is the named insured in a long term disability policy issued and underwritten by the defendant, Prudential Insurance Company of America.

ANSWER:

Prudential admits that at certain times, Plaintiff was insured under a group long-term disability ("LTD") policy issued by Prudential to Chase Manhattan Bank as Trustee of the American Institute of CPA Insurance Trust ("AICPA") (the "Policy"). Prudential denies the remaining allegations in Complaint Paragraph No. 4.

COMPLAINT ¶5:

The plaintiff was a practicing attorney and certified public accountant. Over the course of 25 years he engaged in a course of charitable and philanthropic activity that benefit about 70 charitable organizations and a multitude of other people. This activity lead to the plaintiff to being recognized as a humanitarian and philanthropist by charitable organizations.

ANSWER:

Prudential admits that, at certain times, Plaintiff was a practicing attorney and certified public accountant. Prudential lacks knowledge or information sufficient to form a belief as to truth of the remaining allegations in Complaint Paragraph No. 5.

COMPLAINT ¶6:

The plaintiff is married and has three children whose residence is on Beechwood Drive, Cranston, R.I. His wife of 25 years is being directly and adversely impacted by the actions of the defendant in this case.

ANSWER:

On information and belief, Prudential admits that Plaintiff is married and has three children. Prudential denies the remaining allegations in Complaint Paragraph No. 6.

COMPLAINT ¶7:

As a consequence of a criminal litigation initiated against him in the United States District Court in Rhode Island, the plaintiff received a sentence of 72 months and 3 years of supervised release. He filed a timely claim of appeal and continues to protest his innocence. Although the First Circuit of Appeals denied his original appeal and, subsequently, an *en banc* request for reconsideration, the plaintiff also filed a writ of certiorari to the United States Supreme Court. Although that Court, denied his writ, the plaintiff, through his counsel, is presently preparing and researching, a writ of Habeas Corpus pursuant to the provisions of Title 28, Section 2255, and 28 USC 2241.

ANSWER:

Prudential admits that Plaintiff was sentenced to six years in prison and three years of supervised release as a result of criminal charges brought against him by the state of Rhode Island. Prudential admits further that Plaintiff appealed his conviction, and that the First Circuit Court of Appeals denied his appeal. Prudential further admits that the First Circuit Court of Appeals issued an en banc denial of Plaintiff's request for reconsideration. Prudential admits that Plaintiff has filed a writ of certiorari to the United States Court. Prudential lacks knowledge or information sufficient to form a belief as to the remaining allegations in Complaint Paragraph No. 7.

COMPLAINT ¶8:

The defendant issued a long term disability income policy to the plaintiff. In exchange, the plaintiff paid the timely premiums associated with the policy. In 2011, the plaintiff became disabled. The plaintiff submitted a claim for monthly disability benefits. After researching the claim, the defendant, concluded that the plaintiffs illness was within the parameters defined in their policy and approved the plaintiff for full disability benefits, and began paying the plaintiff the $2,000 monthly benefit on or around October 31, 2011, pursuant to its policy terms.

ANSWER:

Prudential admits that, at certain times, Plaintiff was insured under the Policy and that he, at certain times, paid premiums. Prudential admits further that Plaintiff submitted a claim for LTD benefits under the Policy in 2011 and that, after reviewing Plaintiff's claim, Prudential approved Plaintiff's claim for LTD benefits with a benefit of $2,000.00 per month beginning October 31, 2011. Prudential denies the remaining allegations in Complaint Paragraph No. 8.

COMPLAINT ¶9:

This complaint deals with the failure of the defendant to pay the plaintiff pursuant to the terms of the policy and its breach of the policy terms on or around October 31, 2014, the date the defendant stopped paying the plaintiff disability benefits.

ANSWER:

Prudential admits Plaintiff purports to bring a claim for breach of contract and failure to pay LTD benefits under the Policy. Prudential admits further that it terminated Plaintiff's LTD claim with no benefits payable beyond October 31, 2014. Prudential denies the remaining allegations in Complaint Paragraph No. 9 and specifically denies that Plaintiff is entitled to any relief whatsoever.

COMPLAINT ¶10:

Because there was a material change in circumstances relative to the medical, physical and emotional condition of the plaintiff, this Court should redress the egregious violations of the terms of the contract and award the plaintiff not only compensatory damages, but also punitive damages. The defendant agreed to pay the plaintiff the disability benefits specified in the policy and did so from approximately October 31, 2011 to October 31, 2014. Their justification for non-payment has absolutely no foundation in law or, in the facts of this case. Indeed, subsequent events only tend to exacerbate the plaintiffs fragile emotional and depressive state.

ANSWER:

Prudential admits that it paid LTD benefits under the Policy from October 31, 2011 through October 31, 2014. Prudential denies the remaining allegations in Complaint Paragraph No. 10 and specifically denies that Plaintiff is entitled to any relief whatsoever.

COMPLAINT ¶11:

The record in the instant case establishes that the plaintiff received medical and psychiatric care for "Chronic Intractable Depression" with Dr. James Kennedy, M.D. at FMC Devens Camp from January 21, 2014 through presently. (For some inexplicable reason the defendant referred to the doctor as Paul Kennedy, M.D. No such doctor/psychiatrist practices at FMC Devens.)

ANSWER:

The allegations in Complaint Paragraph No. 11 regarding Plaintiff's medical and psychiatric care that occurred during Prudential's review of his LTD claim under the Policy purport to recite the contents of documents that speak for themselves. To the extent these allegations mischaracterize or misconstrue these documents, they are denied. Prudential denies the remaining allegations in Complaint Paragraph No. 11.

COMPLAINT ¶12:

During the foregoing dates the Major Depressive Disorder suffered by the plaintiff did not dissipate, it worsened. One of the more simple and reasonable conclusions is the following: Initially, during the initial assessment on January 21, 2014, the plaintiff was diagnosed with severe depression. However, he expressed hope in his nationally recognized appellate attorneys, since he had informed plaintiff that "He had a very strong case to win the appeal." This did not happen. Again continued meetings with the doctor revealed that, although severely depressed, the plaintiff had a glimmer of hope that his attorney's favorable assessment of his appeal case could result in the plaintiff clearing his name. After months of waiting, finally on December 7, 2015, the appeals court denied the plaintiffs appeal. This action significantly and substantially contributed to this "Chronic Intractable Depression." Indeed, it aggravated it to a significant degree simply because it served to extinguish hope that he would shortly return to his caring, loving and totally supportive family.

ANSWER:

Prudential admits that the appeals court denied Plaintiff's criminal appeal on December 7, 2015. Prudential denies the remaining allegations in Complaint Paragraph No. 12.

COMPLAINT ¶13:

The defendant, knowing this, simply ignores it. Instead, they retain the services of an unknown and unidentified "Board Certified" physician. Remarkably, contrary to acceptable medical and psychiatric standards, this "psychiatric reviewer" never even met with the plaintiff and proffers an opinion, unsupported by any reliable evidence, that the plaintiff is adjusting well to his surroundings, his community and his activities, all without a factual foundation and in violation of the terms of the policy.

ANSWER:

Prudential admits a board certified physician reviewed Plaintiff's claim, and that this physician did not physically examine Plaintiff as part of his review. Prudential denies the remaining allegations in Complaint Paragraph No. 13.

COMPLAINT ¶14:

Because this plaintiff has "Chronic Intractable Depression" this Court should review the record and afford the plaintiff immediate legal redress. Sanctions, costs and punitive damages should be awarded to the plaintiff.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 14.

COUNT I - BREACH OF CONTRACT

COMPLAINT ¶15:

The plaintiff adopts the foregoing averments.

ANSWER:

Defendant incorporates by reference its answers to Complaint Paragraphs Nos. 1 - 15 inclusive as if fully set forth herein.

COMPLAINT ¶16:

The plaintiff purchased a disability policy from the defendant and, as a consequence of a disability sustained by the plaintiff, initiated monthly disability benefit payments on or around October 31, 2011. The monthly benefit payments were unilaterally ceased on October 31, 2014.

ANSWER:

Prudential admits it paid Plaintiff LTD benefits under the Policy from October 31, 2011 through October 31, 2014. Prudential denies the remaining allegations in Complaint Paragraph No. 16.

COMPLAINT ¶17:

The defendant wrongfully terminated said payments to the plaintiff claiming that the plaintiff was not "disabled" pursuant to the terms of the "Long Term Disability Policy."

ANSWER:

Prudential admits it terminated Plaintiff's claim for LTD benefits under the Policy. Prudential denies the remaining allegations in Complaint Paragraph No. 17.

COMPLAINT ¶18:

The policy is a contract between the parties. In the instant case the policy is a contract of adhesion, since the defendant, and the defendant alone, created the contract.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 18.

COMPLAINT ¶19:

The adhesive contract in question was drafted by the defendant. It was presented to the plaintiff under circumstances in which the plaintiff harbored no realistic opportunity to negotiate its terms.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 19.

COMPLAINT ¶20:

Agents employed by the defendant have used the adhesive nature of the contract to illegally, unfairly, inappropriately and negligently deny the plaintiff the rightful, lawful benefits he is otherwise entitled to under the terms of the policy.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 20.

COMPLAINT ¶21:

The defendant has relied, to the substantial detriment of the plaintiff, on the uninformed and ill-advised opinion of a so-called expert, board certified, psychiatrist who illegally and negligently proffered an opinion that the plaintiff was not depressed suffering from "Chronic Intractable Depression."

ANSWER:

Prudential admits a board certified psychiatrist reviewed Plaintiff's medical records in connection with his claim. Prudential denies the remaining allegations in Complaint Paragraph No. 21.

COMPLAINT ¶22:

The so-called expert opinion was offered despite the substantial evidence that the plaintiff had suffered this type of depression for twenty-five years. Incredibly, the "expert" also failed to take the time to interview the plaintiff in person and evaluate the "community" he presently lived in, the "activities" he "enjoyed" and the "work" he is compelled to perform as a condition of being in prison.

ANSWER:

Prudential admits that a board certified psychiatrist reviewed Plaintiff's medical records in connection with his claim, and that the board certified psychiatrist did not physically examine Plaintiff as part of his review. Plaintiff's allegations regarding the contents of the psychiatrist report purport to recite or characterize the contents of a written document that speaks for itself. To the extent those allegations are inconsistent with or mischaracterize the document, they are denied. Prudential denies the allegations in Complaint Paragraph No. 22.

COMPLAINT ¶23:

Prudential's reliance on the "expert" opinion was illegal, irrational and unlawful, exacerbated by the abject failure of the "expert" to personally interview the plaintiff in the prison environment at FMC Devens.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 23.

COMPLAINT ¶24:

The plaintiff's depressive state has only worsened. It certainly has not been ameliorated by his incarceration.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 24.

COMPLAINT ¶25:

The defendant knew or should have known by the exercise of due diligence that the plaintiffs "Chronic Intractable Depression" was further aggravated by his legal losses on each and every avenue of the appellate procedure followed in his case.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 25.

COMPLAINT ¶26:

The plaintiff, as a direct consequence of the egregious breach of the adhesive contract prepared by the defendant, has suffered tremendous depression, conscious pain and suffering and an actual worsening of his depressive, mental state.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 26.

COMPLAINT ¶27:

Considering the foregoing, this Court award treble damages, compensatory damages and punitive damages.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 27.

COUNT II - BREACH OF DUTY OF GOOD FAITH DEALING

COMPLAINT ¶28:

The plaintiff adopts the foregoing averments.

ANSWER:

Defendant incorporates by reference its answers to Complaint Paragraphs Nos. 1 - 28 inclusive as if fully set forth herein.

COMPLAINT ¶29:

The defendant owed the plaintiff a duty to act in good faith and to fairly deal with the plaintiff in any and all matters related to the interpretation of the disability policy in question. The defendant has breached that duty and caused considerable damage to the plaintiff.

ANSWER:

Prudential admits that it must abide by the terms of the Policy and applicable law. Prudential denies the allegations in Complaint Paragraph No. 29 and expressly denies that it breached any duty owed to Plaintiff or failed to abide by the terms of the Policy.

COMPLAINT ¶30:

The Disability Insurance Policy, in and of itself, is a contract of adhesion, drafted only by the defendant.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 30.

COMPLAINT ¶31:

The contract in question, by its very nature, should be read in the light most favorable to the plaintiff since he never had an opportunity to negotiate it.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 31.

COMPLAINT ¶32:

The defendant, its agents, employees and assigns wrongfully and negligently interpreted the insurance policy in a manner that prejudiced the plaintiff. His monthly disability benefits were terminated because they misinterpreted the policy.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 32.

COMPLAINT ¶33:

The defendant was aware that the plaintiff suffered from acute, chronic intractable depression, and nonetheless, terminated the disability payments without just cause, in violation of the terms of the policy.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 33.

COMPLAINT ¶34:

The defendant relied on the so-called expert opinion of an alleged board certified psychiatrist who proffered an unsubstantiated opinion that the plaintiff was not in a chronic depressive state.

ANSWER:

Prudential admits a board certified psychiatrist reviewed Plaintiff's medical records in connection with his claim. Prudential denies the remaining allegations in Complaint Paragraph No. 34.

COMPLAINT ¶35:

The overwhelming evidence in the matter clearly and unequivocally establishes that the plaintiff suffers from a major depressive disorder that has a material effect on the plaintiff's inability to perform most/all of the duties required of his own occupation.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 35.

COMPLAINT ¶36:

The defendant is aware that the plaintiff has a 25-year history of chronic major depression that has only worsened with the passage of time, especially while he is incarcerated, awaiting the outcome of appeals which have all recently been denied.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 36.

COMPLAINT ¶37:

Given the foregoing factual scenario, the plaintiff alleges that the defendant breached its duty of good faith and fair dealing that was owed to the plaintiff. In this matter, implicit in the preparation, sale and execution of the "long term disability policy" lies a covenant of good faith and fair dealing which the defendant breached, causing substantial damages to the plaintiff.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 37.

COMPLAINT ¶38:

Because the policy is a contract of adhesion drafted by a national insurance carrier and because the plaintiff lacked any ability to negotiate any of the terms of the contract/policy with the defendant, the policy should be construed against the defendant and in favor of the plaintiff because the law imposes a strict covenant of good faith and fair dealing between the parties. The conduct of the defendant in terminating the monthly benefit payments is a clear breach of that condition and justifies an award of treble and punitive damages to send a message to other insurance carriers that such egregious misconduct will not be tolerated.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 38.

COMPLAINT ¶39:

The plaintiff alleges that the contract in question must be performed. Contract liability in this case is strict liability. Indeed, PACTA SUNT SERUANDA, especially since the defendant actually paid the plaintiff disability benefits for approximately three years. The defendant's decision to terminate the disability payments was arbitrary, capricious and against public policy given the nature of the adhesive contract.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 39.

COMPLAINT ¶40:

The defendant is liable for consequential damages. *See Hadley v. Baxendale* 9 EX 341 (Court of Exchequer)

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 40.

COMPLAINT ¶41:

The defendant is also liable to the plaintiff for treble damages and punitive damages. Treble damages are awarded when the Court finds the defendant, an insurance company, engaged in bad faith dealings with the plaintiff.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 41.

COMPLAINT ¶42:

The Court can draw an inference, reasonable in nature, that the defendant's reliance on a so-called board certified expert, is patently negligent and unreasonable.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 42.

COMPLAINT ¶43:

The expert never met, never talked to and never communicated with the plaintiff and drew conclusions that are unsubstantiated, unwarranted and negligent. Treble damages are therefore appropriate.

ANSWER:

Prudential admits that the board certified psychiatrist who reviewed Plaintiff's medical records in connection with his claim did not perform an in-person examination of Plaintiff or speak with him. Prudential denies the remaining allegations in Complaint Paragraph No. 43.

COMPLAINT ¶44:

Punitive damages are relevant to "punish" a defendant and to send a message to other similarly situated defendants that conduct like this will not be tolerated and punished accordingly.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 44.

COMPLAINT ¶45:

In the instant case, the defendant's conclusions are unsubstantiated, frivolous and disingenuous given their negligent reliance on a psychiatrist that has no basis in law or fact.

ANSWER:

Prudential denies the allegations in Complaint Paragraph No. 45.

PRAYER FOR RELIEF:

Accordingly, this Court should award consequential, treble and punitive damages to the plaintiff. This is especially true in a case like this where the defendant, for a protracted period of time, continued to make disability payments to the plaintiff. The condition of the plaintiff worsened over time and his physical and psychiatric records reflect that fact. There was no "change in circumstances" justifying the defendant in totally reversing course and terminating payments made to the plaintiff. Absent such a change, the defendant is in clear violation of the terms of the "adhesive contract" it prepared. The plaintiff paid timely premiums on the policy. the defendant egregiously breached the conditions of the policy. It now must be responsible for payment, damages or aforesaid, costs and fees.

ANSWER:

The preceding allegations constitute Plaintiff's Prayer for Relief, to which no response is required. To the extent a response is required, Prudential denies the allegations contained in the Prayer for Relief, and specifically denies that Plaintiff is entitled to any relief whatsoever.

AFFIRMATIVE AND ADDITIONAL DEFENSES

Without prejudice to its denials and other statements of its pleadings, and without admitting that it carries the burden of proof, Defendant alleges the following affirmative and additional defenses:

1. Plaintiff's claim, in whole or in part, fails to state a claim upon which relief can be granted as a matter of fact and law.

2. Any benefits due under the Policy are subject to offset, integration, or other deduction or adjustments in accordance with the Policy's terms.

3. There is no vesting of benefits under the Policy, and thus Plaintiff may not recover the benefits for a future period of disability, but rather must provide periodic proof of any alleged continuing disability.

4. Plaintiff seeks benefits that are not provided under the Policy.

5. To the extent Plaintiff brings a breach of contract claim, it is barred by the terms, conditions, obligations, and exclusions contained in the Policy incorporated by reference into the Complaint.

6. To the extent Plaintiff brings a breach of contract claim, it is barred because Plaintiff would be unjustly enriched if permitted to obtain the windfall he seeks.

7. Plaintiff's request for damages is barred because Prudential fully has performed and satisfied, and/or discharged all of its duties and/or obligations under the applicable policy.

8. Plaintiff, in the exercise of reasonable diligence, could have mitigated but failed to mitigate, his damages, so his claim is barred or must be reduced.

9. Plaintiff's claims, to the extent that they are based upon representations made outside the applicable written agreements, are barred by the parol evidence rule.

10. Plaintiff's request for damages is barred because Prudential made good faith efforts to comply with the terms and conditions of the applicable insurance policy and acted in good faith regarding the terms and conditions of the applicable policy, and the law, at all times.

11. Plaintiff's request for damages is barred because Prudential made a good faith effort to comply with all applicable laws.

12. A genuine dispute exists and bars Plaintiff's claim for bad faith.

13. Plaintiff's claims are barred, or any such damages recovered must be reduced, by the doctrines of laches, waiver and estoppel, and Plaintiff's unclean hands.

14. Plaintiff's request for damages is barred because Prudential did not breach any duty owed to Plaintiff.

15. Plaintiff's damages, if any, were not proximately caused by Prudential.

16. Plaintiff's damages, which are expressly denied, were, either wholly or in part, proximately caused by and/or contributed to by the fault of others, including, but not limited to Plaintiff, over which Prudential has no control, whether that fault be the proximate result of conduct or a contractual breach for which Prudential is not liable. Said conduct or breach bars recovery against Prudential or comparatively reduces its percentage of fault, if any, which fault is denied.

17. Plaintiff's claims are barred, in whole or in part, because Plaintiff has not suffered the injury or damages alleged, or any other injury or damages.

18. Plaintiff's Complaint fails to state facts sufficient to constitute a cause of action for exemplary or punitive damages. If it should be determined that Plaintiff's claim for punitive damages is applicable in this action, such application would constitute a violation of Prudential's Constitutional rights pursuant to Article I Section 10, Article IV Section 2, and the First, Fifth, Sixth, Eighth and Fourteenth Amendments to the Constitution of the United States, and the constitution for the State of Rhode Island.

19. Plaintiff's claims are barred, in whole or in part, because of the doctrine of accord and satisfaction.

20. Plaintiff is not entitled to an award of attorneys' fees under any of his theories of recovery.

21. Plaintiff's bad faith claim is barred because Prudential had a reasonable basis for denying Plaintiff's claim for benefits.

22. Plaintiff's bad faith claim is barred because the plaintiff's claim for benefits was fairly debatable.

23. Plaintiff's request for punitive or exemplary damages violates Prudential's rights to protection against excessive fines under any applicable State constitution, and therefore fails to state a basis upon which either punitive or exemplary damages may be awarded.

24. Plaintiff's Complaint, and each and every cause of action alleged therein, in whole or in part are barred, because Plaintiff has failed to satisfy certain conditions precedent.

25. To the extent that Plaintiff cannot prove a breach of contract, he likewise cannot prove bad faith on the part of the Defendant.

26. Prudential reserves the right to amend its answers and to assert any additional affirmative and other defenses as may become available or apparent at a future date.

WHEREFORE, Defendant respectfully requests that the Court deny the relief sought by Plaintiff, dismiss the action with prejudice and/or enter judgment on Defendant's behalf, and award Defendant any such other relief as the Court deems just and proper.

DATED: August 4, 2016

Respectfully submitted,

By: /s/ *Robert C. Shindell*

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CERTIFICATE OF SERVICE

I hereby certify that on the 4th day of August, 2016, I mailed this document to the opposing party whose name and address is the following:

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